

TERMS AND CONDITIONS

- The Terms & Conditions, mentioned hereunder, specific to the Residential & Commercial Plots being offered to prospective buyers of "MIVIDA Pakistan" (hereinafter called as the "Project"), a Block of Khania Homes, Project of Khania Builders Pvt. Ltd. (hereinafter called as the "Company") in association with Mivida Developments Pvt. Ltd.
- The Booking/allotment of the Plots will be "Provisional" and on the principle of FIRST COME FIRST SERVE BASIS.
- All Installments must be paid by the Applicant in accordance with the schedule agreed at the time of booking. Installments received after the due date from the Applicant will only be accepted with surcharge @1.5% per month. It is pertinent to mention here that Plot Price is exclusive of development charges payable by the Applicant as and when demanded by the company.
- In event of default of two consecutive installments or other charges committed by the Applicant remain in arrears for more than 30 days after they become due (whether formally demanded or not), the Booking will be liable to be cancelled on expiry of period of FINAL NOTICE and the Company will have the right to cancel the provisional letter (Booking), resume possession of the Plot. The amount paid by the Applicant shall be refunded only after the cancelled Plot is re-booked. The amount will be refunded after deduction of 10% of the total agreed plot price on account of administration/ service charges. The decision of the Company in this matter shall be final.
- The Applicant can sell, transfer or assign the Plot before taking over the possession of the same after written consent of the Company. Such sale/transfer will be subject to the payment of all outstanding dues by the Applicant.
- That the Applicant will be bound to pay all utilities connections/grid charges, transformer etc. as per Govt. Policy i.e. gas, electricity and telephone etc. The Company will be responsible only for installation. The consumer himself shall be responsible to get connection as per Govt. Policy. Furthermore, all registration / mutation charges shall be borne by the Applicant along with any other government tax in vogue.
- The Company will hand over possession and ownership of the Plot subject to the full payment of the Plot including development charges, service charges for utilities and documentation etc. and clearance of any outstanding amount by the Applicant.
- For each preferential location, i.e. corner, facing park, three sides open and main boulevard plot etc., the Applicants will pay additional premium for each category at the time of booking. In case of multiple preferences in location, the Applicant will pay in multiple premiums in addition to the total amount according to the agreed Payment schedule.
- The exact size and location of the plot will remain tentative and subject to adjustments in accordance with demarcation / measurement of the Plot at the time of handing over of possession or any change in size and location because of any extension or amendment in the Project Map. In case of increase or decrease in the size of the Plot, it will be charged / adjusted accordingly.
- The development of the Project will be completed within specified period from the date of starting of development, subject to conditions arising beyond the Company's control such as strikes, riots, war, earthquake, pandemics and other calamities. This also includes changes in fiscal policies of the government. In such conditions, the Company shall be at liberty to revise/interrupt the development schedule / Charges.
- Only the pre-approved elevation by the Company for a given plot can be constructed on the plots. No further construction or modification to any construction can be done without prior approval of the Company.
- The Company reserves the right to allot/sell a plot cancelled from the name of the allottee due to non-payment of dues or any reason whatsoever, to any other Applicant or person and the ex-Allottee / Applicant shall have no right to such a plot. The Company's decision in this regard shall be final. Any dispute shall be resolved in accordance with Clause # 13 below.
- In case of any dispute of whatsoever nature between the Applicant and the Company, the same, in the first instance will be tried to be resolved amicably through negotiations and in case the negotiations do not yield any positive result within 21 days, the matter then shall be referred to formal arbitration. The arbitrator shall be appointed by an authorized officer of the Company and the decision of the arbitrator shall be final and binding on the parties to the dispute. The arbitration proceedings shall be finalized and the award shall be announced within 06 weeks from the date of first appearance of the parties before the arbitrator. What constitutes a dispute, the Company's decision in this regard shall be final.
- Every applicant/allottee will abide by these Terms and Conditions in addition to the by-laws, instructions, rules and regulations governing allotment, possession, ownership, construction and transfer of plots issued from time to time by the Company and any Authority/Department competent to do so, in accordance with applicable laws.
- The Applicant binds himself to complete construction of the house/building within the time limit determined by the Company, otherwise the Company may impose non-utilization fee to the extent of 5% of the cost of plot per annum for allowing extension of the construction period.
- The Applicant shall:
 - Take physical possession of the Plot, after making full payments, within specified period as may be intimated by the Company in 15 days after receiving final installment from the Applicant, failing which the possession shall be deemed to have been taken over by him/her immediately on the expiry of the period so prescribed.
 - Within twelve months from the date of taking over physical possession, submit to the Company, the Design/Building plan. After due vetting by the Company, the Design/Building plan will be collected by him/her for onward scrutiny and approval by RDA. Such Design/Building plan will be prepared by a qualified architect duly registered and licensed by the RDA/Company.
 - Pay all the taxes which an owner of a plot has to pay now or at any later stage, as levied by Central/Provincial/Local Governments and/or any other Government organization/Department.
 - Pay development charges and any variation in development charges due to variation of cost of fuel or any construction material/labour charges etc.
- That the Applicant / Buyer will be bound to pay the charges for all common utility/facilities i.e. security charges, water, cleaning charges as from time to time enforced by the Company. In case of violation, the utility services shall be disconnected. The purchaser will also pay the common land use charges, if any, imposed by the Company.
- A plot allotted to an applicant will not be used by the allottee/applicant for any purpose other than that applied or meant for.
- The Applicant will not make any additions or alterations in the infrastructure of the Project or any part thereof under any circumstances. Whether a particular act of the Applicant amounts to alteration in the Project or any part thereof, the decision of the Company, in this regard will be final. The restriction will continue even after the possession of the Plot is taken by the Applicant.
- The Applicant will neither misuse the amenities provided by the Company nor cover/encroach the open area on the ground floor, or anywhere in the Project.
- The Applicant / buyer will not bring any goods inside the Project that are hazardous, combustible or objectionable. He/She will not cause any annoyance to other Allottees/buyers/occupants
- All the Payments for any type of Plots, development or any other charges shall be made only in the Company (Mivida Developments (Pvt) Ltd.) bank account and no Applicant shall be entitled to claim or receive any interest /mark up against the amounts paid by him to the Company.
- A plot once allotted or transferred cannot be surrendered or applied for cancellation by the Applicant and all amounts paid on account thereof shall be NON REFUNDABLE.
- If for any reason, the Project is abandoned, the Company will not pay any interest, additional claim or damages of whatsoever nature.
- The demand notice for the payment of Due/Over Due installments will be mailed at the postal address of the applicant mentioned herein. However, the Company will not be responsible for non-delivery because of the change/s in postal address not promptly notified by the Applicant or postal mishaps.

DECLARATION

I have read and understood all the Terms and Conditions of this form and I hereby agree by these as well as all existing and any future amendments made by MIVIDA Pakistan Management from time to time and any competent authority/department authorized regarding above.

APPLICANT'S SIGNATURE

Date: _____